**THE HON'BLE SRI BILAL NAZKI, THE ACTING CHIEF JUSTICE**

**and**

**THE HON'BLE SRI JUSTICE R.SUBHASH REDDY**

**WRIT APPEAL NO.2122 OF 2005**

**Dated: 10-11-2005**

**Between:**

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The Executive Engineer ..Appellant

And

M/s Bharava Engineering and Electrical Works ..Respondent

**THE HON'BLE SRI BILAL NAZKI, THE ACTING CHIEF JUSTICE**

**and**

**THE HON'BLE SRI JUSTICE R.SUBHASH REDDY**

**WRIT APPEAL NO.2122 OF 2005**

**J U D G M E N T (Per the Hon'ble Sri Bilal Nazki, ACJ):**

Heard learned counsel for the appellant.

It appears that the respondent had a contract with the appellant for execution of work of operation and maintenance of the pump sets, motors, panel boards allied both electrical and mechanical installations of comprehensive protected water supply schemes of Adavimallela and Gummadavalli packages till the ending of September, 2005. He was supposed to deposit Earnest Money Deposit (EMD) for the period

starting from April, 2005 to September, 2005 by 25th of March, 2005. Since, it was not deposited, the appellant terminated the contract with effect from 31st March, 2005. This order was challenged by the respondent by way of a writ petition being W.P.No.11151 of 2005 and the learned Single Judge observed as follows.

> *"Having regard to the facts and circumstances and particularly keeping in view that the petitioner has been operating the subject contracts and supplying drinking water to a number of villages, I am of the view that the interference of this Court at this point of time is not warranted."*

The contract of the respondent has already ended by the end of September, 2005 and it is submitted that from 1st October, 2005, another contractor is supplying water, therefore, in our view the matter has become infructuous and needs no interference at this stage. However, learned counsel for the appellant submits that when the contract was terminated with effect from 31st March, 2005, somebody else was asked to supply water and he supplied water from 1st April, 2005 till the ending of September, 2005 and as a matter of fact, the respondent did not supply any water from 1st April, 2005 till the ending of September, 2005, but he is insisting on payment. These are matters, which are outside the scope of the writ petition or the writ appeal. However, the parties are at liberty to get those issues resolved in appropriate proceedings.

The writ appeal is accordingly disposed of. No order as to costs.

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(Bilal Nazki, ACJ)

10th November, 2005

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(R.Subhash Reddy,J)

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